

FORM PTO-1618A  
Expires 05/30/99  
OMB 0651-0027

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

#### Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID # \_\_\_\_\_
- Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_
- Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

#### Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year \_\_\_\_\_
- Merger
- Change of Name
- Other Security Interest \_\_\_\_\_

#### Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name Baltimore Ravens L.P.

04192000

Formerly \_\_\_\_\_

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization Maryland

#### Receiving Party

Mark if additional names of receiving parties attached

Name Bank of America, N.A.

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) Bank of America Corporate Center

Address (line 2) 100 North Tryon Street

Address (line 3) Charlotte

North Carolina

29255

City

State/Country

Zip Code

- Individual  General Partnership  Limited Partnership  Corporation  Association
  - Other Bank
  - Citizenship/State of Incorporation/Organization National Banking Association
- If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

#### FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

700000751

**TRADEMARK**  
REEL: 002039 FRAME: 0667

FORM PTO-1618B  
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U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="75660645"/>	<input type="text" value="75660644"/>	<input type="text" value="75582211"/>	<input type="text" value="2177214"/>	<input type="text" value="2181148"/>	<input type="text" value="2181149"/>
<input type="text" value="75209029"/>	<input type="text" value="75109030"/>	<input type="text" value="75109038"/>	<input type="text" value="2296021"/>	<input type="text" value="2213251"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Kenneth A. Rubenstein

5/9/2000

Name of Person Signing

Signature

Date Signed

NOTICE  
OF  
GRANT OF SECURITY INTEREST  
IN  
TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to a Security Agreement, dated as of April 19, 2000 (the "Security Agreement"), by and among Baltimore Ravens Limited Partnership (the "Borrower") and Bank of America, N.A., acting as collateral agent for the Purchasers, the Bank Investors and the Bank Lenders (each as defined in the Security Agreement; together, the "Secured Parties") (in its capacity as collateral agent hereunder and any successor in such capacity being hereinafter referred to as the "Collateral Agent") the Borrower has granted to the Collateral Agent for the ratable benefit of the Secured Parties a continuing security interest in and to, and right of set off against, the trademarks and service marks, trademark and service mark registrations and applications shown on the attached Schedule A hereto.

The security interest in and to and right of set-off against the attached trademarks and service marks and trademark and service mark registrations and application is granted in accordance with the terms and conditions of the Security Agreement and can be terminated only in accordance with the terms of the Security Agreement. In the event an irreconcilable conflict between the terms of the Security Agreement and the terms of this Notice of Conditional Assignment and Grant of Security Interest in Trademarks this Notice shall control.

Very truly yours,

BALTIMORE RAVENS LIMITED PARTNERSHIP

By: Baltimore Ravens, Inc.,  
General Partner

By: 

Name: David O. Modell

Title: President

Acknowledged and Accepted:

BANK OF AMERICA, N.A.  
as Collateral Agent

By: \_\_\_\_\_

Name:

Title:

STATE OF Maryland

COUNTY OF Baltimore

I, Mary Carol Miller, a Notary Public of the County and State aforesaid, certify that David O. Modell, personally came before me this day and acknowledged that (s)he is President of Baltimore Ravens Limited Partnership, a Maryland limited partnership, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed by him/her in its name as President.

WITNESS my hand and official stamp or seal, this 10<sup>th</sup> day of April, 2000.

Mary Carol Miller  
Notary Public

My Commission Expires:

\_\_\_\_\_  
(Notary Seal)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public of the County and State aforesaid, certify that \_\_\_\_\_, personally came before me this day and acknowledged that (s)he is [ \_\_\_\_\_ ] of Bank of America, N.A. and that by authority duly given and as the act of the association, the foregoing instrument was signed by him/her in its name as \_\_\_\_\_.

WITNESS my hand and official stamp or seal, this \_\_\_\_\_ day of April, 2000.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_  
(Notary Seal)

The security interest in and to and right of set-off against the attached trademarks and service marks and trademark and service mark registrations and application is granted in accordance with the terms and conditions of the Security Agreement and can be terminated only in accordance with the terms of the Security Agreement. In the event an irreconcilable conflict between the terms of the Security Agreement and the terms of this Notice of Conditional Assignment and Grant of Security Interest in Trademarks this Notice shall control.

Very truly yours,

BALTIMORE RAVENS LIMITED PARTNERSHIP

By: Baltimore Ravens, Inc.,  
General Partner

By: \_\_\_\_\_  
Name: David O. Modell  
Title: President

Acknowledged and Accepted:

BANK OF AMERICA, N.A.  
as Collateral Agent

By: Chris Parrish  
Name: CHRIS PARRISH  
Title: VICE PRESIDENT

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public of the County and State aforesaid, certify that \_\_\_\_\_, personally came before me this day and acknowledged that (s)he is \_\_\_\_\_ of Baltimore Ravens Limited Partnership, a \_\_\_\_\_ limited partnership, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed by him/her in its name as \_\_\_\_\_.

WITNESS my hand and official stamp or seal, this \_\_\_\_\_ day of April, 2000.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_  
(Notary Seal)

STATE OF North Carolina

COUNTY OF Mecklenburg

I, Julia A. Weitzen, a Notary Public of the County and State aforesaid, certify that Chris Parrish, personally came before me this day and acknowledged that (s)he is Vice President of Bank of America, N.A. and that by authority duly given and as the act of the association, the foregoing instrument was signed by him/her in its name as Vice President.

WITNESS my hand and official stamp or seal, this 21st day of April, 2000.

Julia A. Weitzen  
Notary Public

My Commission Expires:

August 17, 2002

(Notary Seal)



**SCHEDULE A****Trademark Registrations and Applications**

Mark	Registr. No. (App. No.)	Registr. Date (App. Date)	Owner of Record
RAVENSZONE.NET	(75/660,645)	(03/15/99)	Baltimore Ravens, Inc.
RAVENZONE.NET	(75/660,644)	(03/15/99)	Baltimore Ravens, Inc.
BR RAVENS	2,296,021 (75/582,258)	11/30/99 (11/03/98)	Baltimore Ravens, Inc.
DESIGN ONLY	(75/582,211)	(11/03/98)	Baltimore Ravens, Inc.
BALTIMORE RAVENS	2,177,214 (75/075,597)	07/28/98 (03/20/96)	Baltimore Ravens L.P.
B RAVENS	2,213,251 (75/109,028)	12/22/98 (05/23/96)	Baltimore Ravens L.P.
DESIGN ONLY	(75/109,029)	(05/23/96)	Baltimore Ravens L.P.
RAVENS BR	(75/109,030)	(05/23/96)	Baltimore Ravens L.P.
DESIGN ONLY	(75/109,038)	(05/23/96)	Baltimore Ravens L.P.
RAVENS 4	2,181,148 (75/123,227)	08/11/98 (06/21/96)	Baltimore Ravens L.P.
4	2,181,149 (75/123,228)	08/11/98 (06/21/96)	Baltimore Ravens L.P.